



PIMPRI CHINCHWAD EDUCATION TRUST
Pimpri Chinchwad College of Engineering & Research
Plot No.B, Sector No.110 (P), Laxminagar Ravet, Pune.

Policy for 'Intellectual Property (IP)'

Date:15/05/2019

PCCOE&R/Policy/2019/1210-13

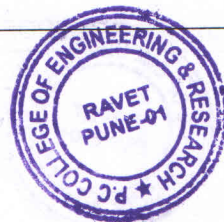
I. Ownership

A. PCCOE&R Ownership

1. Intellectual property of any kind created by Faculty, Students, Staff Project, Staff Visitors and others, such as Trainees from other Institutes, participating in PCCOE&R Programs or using PCCOE&R Funds or Facilities, are owned by PCCOE&R when either of the following applies:
 - a. The Intellectual Property was created with the significant use of Funds or Facilities administered by PCCOE&R.
 - b. The Intellectual Property was created as a part of the –
 - i) Normal Professional Duty or (ii) Work on Joint Ventures.
 - c. The Intellectual Property was created in the Course of or pursuant to a Sponsored / Consultancy Research Agreement with PCCOE&R. In such cases, specific provisions related to IP made in Contracts governing such activity will determine the ownership of IP.
 - d. The Intellectual Property was created as a part of Academic Research and Training leading towards a Degree or otherwise.
2. All Copyrights, including Copyrighted Software will be owned by PCCOE&R when it is created as a part of any of the Academic Programs of PCCOE&R or created pursuant to a written Agreement with PCCOE&R, providing for transfer of Copyright or ownership to PCCOE&R. More specifically:
 - a) PCCOE&R will be the owner of the Copyright on all Teaching Materials created by PCCOE&R and non – PCCOE&R personnel for external Agencies, Institutions and Industry under the continuing Education and Distance Education Programs of PCCOE&R. However, the Authors will have the right to use the Material for their Teaching and Research Activities.
 - b) PCCOE&R will not claim ownership of Copyright on Books and Scientific Articles authored by PCCOE&R personnel. However, PCCOE&R will have the Copyright if Books and Reports have been created using Funds specifically provided for this purpose by PCCOE&R.

For selected patents recommended by HoD and Principal the expenses will be given by institute

- a. Registration fee- Rs. 8000
- b. Examination fee- Rs. 18000
- c. Attorney fee as applicable



B. Inventor / Author Ownership

1. Inventors / Authors will own Intellectual Property when –
 - a) None of the situation defined above for PCCOE&R – ownership of Intellectual Property applies.
 - b) It is created outside their assigned / normal area of Research / Teaching, for example. Popular Novels, Poems, Compositions, or other Works of Artistic Imagination, without the use of significant Institute Resources.
2. Students will own Copyright on theses / Dissertation created as a part of their Academic Programs. However, the Student must grant to PCCOE&R Royalty – free permission to reproduce and distribute copies for Teaching and Research as well as for dissemination for Teaching and Research to its own Students and other Academic Institutions.
3. Ownership of Software Code, Patentable Subject Matter and other Intellectual Property contained in the Theses / Reports are subject to conditions specified under PCCOE&R –ownership and Inventor / Author Ownership.

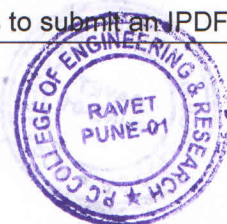
C. Third – Party Ownership

1. Ownership of Intellectual Property resulting from:
 - a) Funds provided partially or fully by a third – party to PCCOE&R will be governed by specific provisions in the Contract between the third – party and PCCOE&R.
 - b) Exchange Programs between PCCOE&R and other Institutions will be governed by specific provisions in the Contract between the third – party and PCCOE&R.
 - c) In case no such specific Contract exists, Intellectual Property Right (IPR) will remain with PCCOE&R.
2. In cases of all IP produced at PCCOE&R, PCCOE&R shall retain a non – exclusive, free, Irrevocable License to copy / use IP for Teaching and Research Activities, consistent with Confidentiality Arguments where ever entered by PCCOE&R.
3. In cases where an IP is created by PCCOE&R Personnel, fully or as a part of the Team during Deputation, Official Leave, or Sabbatical, the concerned PCCOE&R Personnel should officially communicate the IP to PCCOE&R. If the IP involves Ideas / Software developed, fully or in part, using significant Institute Resources, then the IP will also be owned by PCCOE&R fully or partially, as the case may be.

II. Disclosures, Confidentiality and Assignment of Right

1. For sponsored and / or Collaborative Work the provisions of the Contract pertaining to Disclosure of IP are applied.
2. For all other IP produced at PCCOE&R, the Inventors will be required to disclose their IP to the 'Intellectual Property Evaluation Committee(IPEC)' at the earliest date using an 'Intellectual Property Disclosure Form (IPDF)'.

It will be mandatory for Students to submit an IPDF, countersigned by their Supervisor (s), at the time



of filing their B.Tech / B.E. Report, M.Tech. /M.E. Dissertations and PhD Thesis.

3. Co-creation of IP shall need sign of the Inventor and Principal at the time of Disclosure and Distribution of IP Earnings Agreement; which shall specify the percentage Distribution of Earnings from IP to each co-inventor. The Inventors may at any time by Mutual Consent revise the Distribution of IP Earnings Agreement.
4. The Inventor shall assign the Rights of the Disclosed IP to PCCOE&R before leaving the Institute and will agree to the Terms and Conditions for the sharing of any Financial Benefits received by the Institute by Commercialization of such IP.
5. Having made the Disclosure, the Inventors, both PCCOE&R and non-PCCOE&R Personnel, shall maintain Confidentiality of the IP during the period it is pending with PCCOE&R for the assessment of the possibility of Commercialization and Protection of IP, unless authorized in by PCCOE&R.

III. Evaluation of Intellectual Property

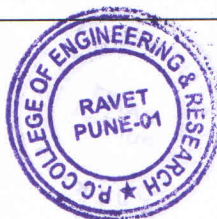
1. Evaluation of Intellectual Property will be done by the Intellectual Property Evaluation Committee (IPEC). Principal will be the Chairman and the Dean (R&D) of PCCOE&R will be the Member Secretary. Principal will nominate at least three additional Faculty Members with expertise or familiarity / experience in areas related to the IP.
2. Evaluation of IP means:
 - a) Assigning Ownership of IP.
 - b) Determining whether an IP is innovative and fit for filing in India and Foreign Countries.
 - c) Determining whether the IP has a reasonable chance for Commercialization.
3. After evaluation of IP, if PCCOE&R decides not to take the responsibility for the Protection of IP, then it will assign all the Rights of the IP to the Inventors.
4. Even in such cases, as in (3), PCCOE&R may take the responsibility of facilitating Protection of the IP on case by case basis.
5. A decision on the annual renewal of IP Rights will be taken by IPEC. If PCCOE&R decides not to renew the IP, fully or partially, then it will assign the rights of the IP, wherever relevant, to the "Inventors."

IV. Contracts and Agreements

All agreements related to IP, including, but not limited to the following Categories, undertaken by any PCCOE&R Personnel and Students need to be approved by the Institute:

1. Allegiance, Affirmation and Confidentiality Agreement.
2. Evaluation Agreement.
3. License Agreement
4. Technology Transfer
5. Alternative Dispute Resolution Agreement
6. Classified Information Non-Disclosure (specific) Agreement

The Dean (R&D), with specific approval of the Principal, will be the Authorized Signatory in all categories of Agreements listed above.



V. Commercialization

1. PCCOE&R shall market the IP and Identical Licensee (s) for the IP to which it (i) has ownership and (ii) for which Rights have been assigned to it.
2. For the IP where Exclusive Rights have not already been assigned to a third party, the Creators may also contact Potential Licensee (s) on their initiative maintaining confidentiality and taking all necessary care to ensure that the value of the IP is not affected.
3. If PCCOE&R is not able to commercialize the IP in a reasonable time then the Inventor (s) may approach PCCOE&R for assignment of Rights of the Invention (s) to them.

VI. Revenue Sharing

1. The net earnings from the commercialization of IP owned by PCCOE&R would be shared as 70% to the inventor and 30% to PCCOE&R.
2. It is suggested that amount Q be initially fixed at Rs. 100 lakhs. The creator (s) share would be declared annually and disbursement will be made to the Creator (s), their Legal Heir, whether or not the Creators are associated with PCCOE&R at the time of disbursement.

VII. Infringements, Damages, Liability and Indemnity Insurance

1. As a matter of Policy, PCCOE&R shall, in any Contract between the Licensee and PCCOE&R, seek Indemnity from any Legal Proceedings including without limitation manufacturing defects, production problems, design guarantee, up gradation and debugging obligation.
2. PCCOE&R shall also ensure that PCCOE&R Personal have an Indemnity clause built – Into the Agreements with Licensee (s) while transferring Technology or Copyrighted material to Licensees.
3. PCCOE&R shall retain the right to engage or not in any Litigation concerning Patents and License Infringements.

VIII. Conflict of Interest

The Inventor (s) is required to disclose any Conflict of Interest or Potential Conflict of Interest. If the Inventor (s) and / or their immediate Family have stake in a Licensee or Potential Licensee Company then they are required to disclose the stake they and / or their immediate Family have in the Company. Under these circumstances, it must be ensured by the Inventor (s) that their Entrepreneurial activities do not have an adverse impact on inventor (s) Teaching, Research and any other Institutional Responsibilities.

IX. Dispute Resolution

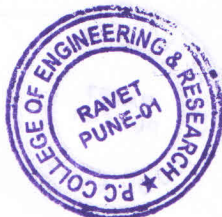
In case of any disputes between PCCOE&R and the inventors regarding the implementation of the IP Policy, the aggrieved Party may appeal to the Principal of PCCOE&R. Efforts shall be made to address the concerns of the aggrieved Party. The Principal's decision in this regard would be final and binding.

X. Jurisdiction

As a Policy, all agreements to be signed by PCCOE&R will have the jurisdiction of the Courts in Pune and shall be governed by appropriate laws in India.

XI. Amendments to IP policy

Amendments to the Policy required if any will be incorporated with the recommendation of IPEC and subsequent approval from Principal



XI. Approval from Governing Body

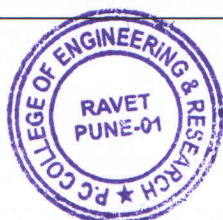
Principal will seek approval from Governing Body for this policy, subsequent amendments to the policy and decisions taken in this regard.

Nomenclature

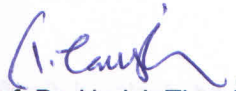
IP	Intellectual property
PCCOE&R	Pimpri Chinchwad College of Engineering, Pune
IPEC	Intellectual Property Evaluation Committee
IPDF	Intellectual Property Disclosure From
PC	Program Coordinator

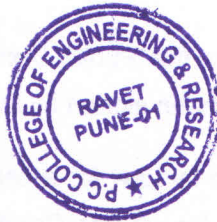
Glossary

- 1) "Principal" means the Principal of the Pimpri Chinchwad College of Engineering, Pune
- 2) "Dean, R&D" means the Dean of Research & Development of Pimpri Chinchwad College of Engineering, Pune
- 3) "Author" means Faculty, Students, Staff or Visiting Faculty who has / have written or created a Creative Work.
- 4) "Confidential Information" is information not in the Public Domain and declared Confidential by Parties as such in a MoU / Agreement that has been signed by the Parties.
- 5) "Copyright" means the Exclusive Right granted by Law for a certain period of time to an Author to reproduce, print, publish and sale copies of his or her Creative Work. Copyright Protection is available for most Literary, Musical, Dramatic, and other types of Creative Work, including Software, Teaching Materials, Multimedia Works, Proposals, and Research Reports.
- 6) "Creators" are Persons who have produced any Original Work.
- 7) "Intellectual Contribution" means Original Technical or Artistic Contributions.
- 8) "Intellectual Property" includes but is not limited to Copyrights and Copyrightable Materials, Patented and Patentable Inventions, Tangible Research Results, Trademarks, Service Marks and Trade Secrets.
- 9) "Invention" includes but is not limited to any new and useful Process, Formula or Machine conceived or first reduced to practice in whole or in part, defined within the purview of the Patent Act, Inventor (s) are person(S) who produce an Invention.
- 10) "Licensing" is the practice of renting the Intellectual Property to a third party.
- 11) "Net Earnings" are Earnings resulting from the Licensing or commercialization of the IP Reduced by the outstanding actual Expenses incurred in obtaining and commercialization of the IP.



- 12) "Patent" means the Exclusive Right granted by Law for making, using or selling an Invention.
- 13) "Royalty" is the payment made to an Inventor / Author or an Institution usually for Legal use of a Patented Invention or any Intellectual Property when Licensed.
- 14) "Significant use of PCCOE&R Resources" is any usage of PCCOE&R's Resources in the Creation of the Invention (s), in excess of the routine use of Office Facilities, Computers, Library Resources and Resources available to the general public.
- 15) "Software" means anything executable in a Computer.
- 16) "Teaching Material" means any material that aids the process of Teaching.
- 17) "Trade Mark / Service Mark" is a distinctive Word, Symbol or Picture or a combination of these, which is used by a Business Entity to discriminate its Products and Services from those of other Business entities.
- 18) "Trade Secret" Usually some information such as know-how of commercial or Strategic Value that is not disclosed to all and is used in a restricted manner.


Prof. Dr. Harish Tiwari
Principal





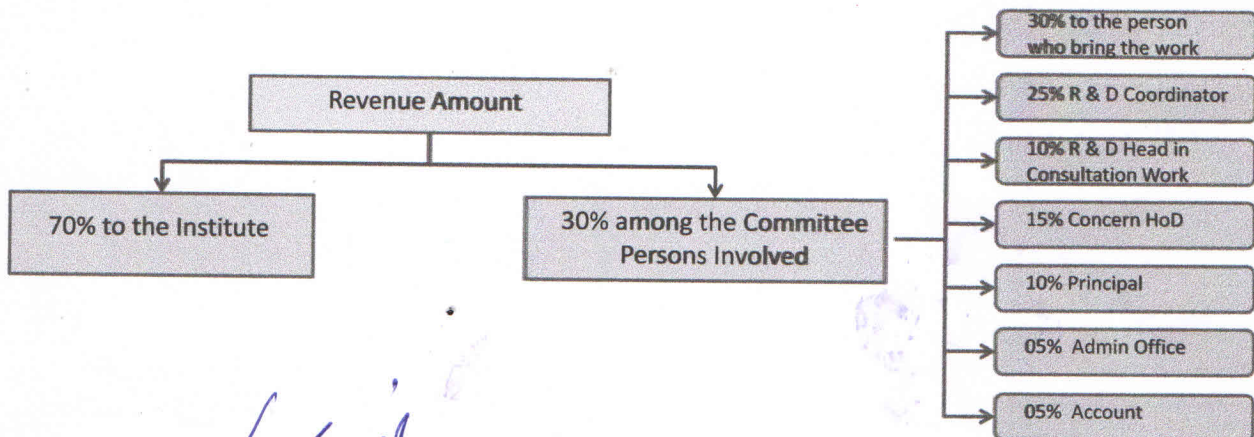
PCCOER/Policy/2019/1210-14

Date: 15/05/2019

Policy Revision Patent & IPR:

- 1 Patent filing and Commercialization process will under "Research, Innovation & Development Department
- 2) The committee comprises at least one faculty from each department.
- 3) If the institute files IPR for other Institute or Personal, then the Institute charges Rs. 10,000/- as an assistance fees.
- 4) If the institute is commercializing the IPR of other Institute or Personal, then the Institute charges 10% of the total revenue generated.
- 5) Head of the Department (HoD) is the technical advisor.
- 6) Principal is an overall incharge of this process.

Revenue Distribution Chart



[Handwritten Signature]

